

WWR #041780202

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

SURGE STAFFING, LLC
4 EASTON OVAL
COLUMBUS, OH 43219

Plaintiff

vs.

UNIVERSAL CONSULTING
NETWORK, LLC
1911 MARTIN ST. SOUTH
SUITE 2
PELL CITY, ALABAMA 35128

ALSO SERVE:

UNIVERSAL CONSULTING
NETWORK, LLC
C/O ALICIA HARRIS, REGISTERED AGENT
P.O. BOX 591
LINCOLN, ALABAMA 35125

Defendant

) CASE NO.

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) JUDGE

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1. On or about September 7, 2023, Plaintiff, Surge Staffing, LLC and Defendant, Universal Consulting Network, LLC, entered in to a Service Agreement; a copy of which is attached hereto as Exhibit "1."

2. Paragraph 18 of the Service Agreement sets forth the agreement of the parties for jurisdiction in Franklin County, Ohio.

3. The Defendant has breached the Service Agreement by failing to timely pay invoices for services rendered by Plaintiff.

4. As a result of said breach, the Defendant is liable to Plaintiff in the amount of \$30,061.03, together with interest from the date that the invoices became due.

5. Attached hereto as Exhibit "2" is a Statement reflecting the unpaid Invoices.

WHEREFORE, Plaintiff Surge Staffing, LLC., prays for Judgment against Defendant, Universal Consulting Network, LLC, in the amount of \$30,061.03, plus interest at the statutory rate from the date that each Invoice became due, plus costs.

Respectfully Submitted By:

WELTMAN, WEINBERG & REIS CO., L.P.A.



SCOTT S. WELTMAN #0044173

Attorney for Plaintiff

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Independence, Ohio 44131

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Email: sweltman@weltman.com

SURGE

SERVICE AGREEMENT

This Agreement is made and entered into this 7th day of September, 2023 by and between Surge Staffing, LLC, an Alabama limited liability company, with its principal place of business located at 4 Easton Oval, Columbus, OH 43219 (hereinafter individually and collectively referred to as "Surge"), and Universal Consulting Network, LLC, an Alabama limited liability company, with its principal place of business located at 1911 Martin St South Suite 2 Pell City, AL 35128 (hereinafter referred to as "Customer").

(1) Job Description. Surge agrees to assign its employees to Customer in order to perform the work described in Exhibit A. Surge employees assigned to Customer to perform such work are herein collectively referred to as "Assigned Employees" and individually, "Assigned Employee".

(2) Services. In addition to performing the work described in Exhibit A, Surge agrees to recruit, interview, select, and hire applicants who, in Surge's judgment, are best qualified to perform the type of work described in Exhibit A. As the employer, Surge will: (a) maintain all necessary personnel and payroll records for Assigned Employees; (b) compute wages and withhold applicable Federal, State, and local taxes and Federal Social Security payments; (c) remit employee withholdings to the proper governmental authorities and make employer contributions for Federal FICA and Federal and State unemployment insurance payments; (d) pay net wages and fringe benefits, if any, directly to its employees; (e) provide for liability, fidelity, Unemployment insurance, and Workers' Compensation insurance coverage; (f) at the request of Customer for any valid legal reason, remove any Assigned Employee; (g) comply with all provisions of the ACA applicable to Surge employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations; (h) comply with all applicable state leave laws; (i) comply with all applicable state cybersecurity and/or privacy laws; and, (j) provide a weekly standard invoice.

(3) Customer's Obligations. Customer agrees to supervise Assigned Employees and provide Assigned Employees with a suitable place of work, which shall comply with all applicable Federal, State, and local health and safety laws and agrees to follow the safety protocol specified in Exhibit B. If Customer requires Assigned Employees to abide by Customer's safety rules and regulations, Customer will furnish to Surge copies thereof so that Surge may instruct Assigned Employees accordingly. Customer agrees to provide Assigned Employees safety and health training, in a language Assigned Employees understand, specific to performing the work described in Exhibit A. In the event that the work described in Exhibit A requires the use of any personal safety equipment, Surge and Customer agree to mutually arrange for the provision thereof.

With respect to Assigned Employees, Customer agrees to comply with all applicable Federal, State, and local labor laws, including but not limited to, Title VII of the 1964 Civil Rights Act, 42 U.S.C. §2000e, et seq.; the 1866 Civil Rights Act, 42 U.S.C. §1981; the Civil Rights Act of 1991, PL. 102-166; the Americans With Disabilities Act, 42 U.S.C. §12101, et seq. ("ADA"); the Age Discrimination in Employment Act, 29 U.S.C. §621, et seq. ("ADEA"); WARN and mini-WARN Acts; and the Older Workers Benefit Protection Act, 29 U.S.C. §621, et seq. In the event of any allegation, charge, or complaint of violations of such laws, Customer will fully cooperate with Surge in any investigation thereof. Should an Assigned Employee or prospective Assigned Employee request a reasonable accommodation under the ADA, absent undue hardship, Customer shall bear the costs of any accommodation attributable to Customer-required training or orientation. Customer and Surge shall negotiate any other accommodation costs in good faith.

Customer will provide Assigned Employees with required breaks, where legally required. Customer agrees to sign the time slips presented to it by Assigned Employees in order to record compensable working time of such Assigned Employees and to designate a member of its staff who will be authorized to sign such time slips on behalf of Customer. In the event that Customer's authorized representative is unavailable to sign the time slips, it is agreed that Surge is appointed as an agent of Customer for the sole purpose of signing such time slips on behalf of Customer for the Assigned Employees. If Customer utilizes Surge timeclocks for recording Assigned Employee time in lieu of time slips, Customer shall pay to Surge a one-time installation fee of \$399.00 and a monthly maintenance fee of \$99.00 per timeclock, per month. Such fees shall be invoiced to Customer.

EXHIBIT 1

Customer acknowledges and agrees that Assigned Employees are assigned to Customer based on particular job descriptions and job duties provided by Customer, and Customer shall not change those job descriptions, job duties, or transfer Assigned Employees to dissimilar jobs without Surge's written approval, which approval shall not be unreasonably withheld. Customer agrees to pay Surge a buyout fee for any Assigned Employee, or Surge employee not on assignment with Customer, hired on permanently by Customer. If Customer desires to hire an Assigned Employee, or any Surge employee not on assignment with Customer, Customer will provide written notification of this intent to Surge. Once notification of this intent has been received by Surge, the Assigned Employee will remain on Surge's payroll for the agreed to terms in Exhibit A, if applicable.

(4) Compensation.

(a) **Payment Terms.** In consideration of Surge's performance hereunder, Customer agrees to pay Surge at the hourly rate(s) or mark-ups set forth in Exhibit A. Surge will invoice Customer weekly at the address set forth above or via another agreed-upon method, and such invoices shall be payable by Customer NET 30 and are subject to a \$35.00 late fee 30 days from the invoice date, an interest charge of 5% per month will be charged thereafter. Customer will be invoiced via standardized Surge invoices. ~~Should Customer request specialized, unique or non-standardized invoices, a \$75.00 fee will be charged per invoice.~~ Surge's right to payment for services rendered pursuant to this Agreement shall survive termination or expiration of the Agreement. The bill rate(s) set forth in Exhibit A include(s) Assigned Employee wages, the payroll burden costs referred to in Paragraph 2 above, and gross profit. It is mutually agreed that if, at any time during the term of this Agreement, Surge is required to increase such wage and/or payroll burden costs as the direct result of any determination, order, or action by any applicable Federal, State, or local governmental authority, or third-party insurer, Customer shall reimburse Surge at cost for any such increase(s).

(b) **Invoicing.** Surge time slips signed by Customer will be conclusive as to the number of compensable hours worked by Assigned Employees for that workweek. If any portion of the invoice is disputed by Customer, Customer will notify Surge in writing within 14 days of the invoice date. Customer will pay all undisputed portions of the invoice within the terms specified above. If Customer fails to notify Surge within 14 days of an invoice error pursuant to this paragraph, its rights to invoice correction are waived and the invoice shall be treated as final.

(c) **Sales Tax.** Where applicable, Customer will pay any State or local sales tax as may be invoiced by Surge. Sales tax is not included in the rate(s) included in Exhibit A and will be added weekly to invoices for non-exempt Customers. Surge may, from time to time, increase the rates set forth in proportion to any legislatively-mandated new or increased cost which may be required by Federal, State, or local law commencing upon the effective date of such new or increased cost such as FICA, FUTA, and State Unemployment Tax. Changes include any new or increased cost associated with the passage of a Federal or State law mandating any wage increases or benefits for employees. Sales tax will be billed by Surge automatically until Customer provides a valid tax-exempt certificate or direct pay permit. Sales tax invoiced will only be reversed if billed after the date Surge received an exemption certificate from Customer. To the extent that Surge fails to invoice Customer for any State or local sales tax, which may be due to an appropriate government taxing authority, Customer agrees to thereafter immediately reimburse Surge for such tax. In the event that Surge does not include State or local sales tax on an invoice under the belief of either Surge and/or Customer that (i) Customer is exempt from the payment of such tax, or (ii) the transaction contemplated under this Agreement is excluded from taxation under the Chapter 5739 of the Ohio Revised Code, as amended, or its state equivalent, and it is later determined that state and/or local sales tax is due, Customer agrees to immediately pay to Surge any amount of tax then due. Customer agrees that Surge shall not be obligated to dispute or take any action against any government taxing authority resulting from Customer's belief that either phrase (i) or (ii) of the preceding sentence may be applicable, or refund of any sales or other tax resulting therefrom. Customer agrees to indemnify Surge from and against any action taken against Surge resulting from State or local sales tax which is due or unpaid as a result of Customer's breach of its obligation to reimburse or pay over to Surge such tax. Customer also agrees to reimburse Surge for any out-of-pocket expenses incurred to enforce this Agreement, including but not limited to collection agency fees, court costs, and attorney fees.

(5) **Employee Overtime.** In the event that a non-exempt Assigned Employee works in excess of 40 hours in any one Surge workweek (seven consecutive 24-hour periods as established by the local Surge office), or in accordance with applicable state law, Customer will pay Surge 1.5 times the Assigned Employees hourly rate plus the markup set forth in Exhibit A for all such hours. Such markup shall be applied to both straight-time and overtime rates.

(6) Workers Compensation and Liability Insurance.

(a) Surge has procured, and will maintain in effect throughout the life of this Agreement, Workers' Compensation Insurance in full limits as required by statute or self-insurance in compliance with state law covering Assigned Employees. If any direct claim for Workers' Compensation benefits is asserted against Customer by any of said Assigned Employees or in the event of death by their personal representatives, then, upon timely written notice from Customer, Surge shall undertake to defend Customer against such claim(s) and shall indemnify and hold Customer harmless from and against any such claim(s) to the extent of all benefits awarded. If any claim or loss relating to or arising out of injuries covered by Customer's Workers' Compensation benefits is asserted against Surge by Customer's current or former employee(s), then, upon timely written notice from Surge, Customer shall undertake to defend Surge against such claim(s) and shall indemnify and hold Surge harmless from and against such claims.

(b) Surge has procured; and will maintain in effect throughout the life of this Agreement, Commercial General Liability and Umbrella policies with combined limits totalling not less than \$6,000,000.

(c) It is mutually understood and agreed that the above insurance does not cover bodily injury, physical loss, or property damage caused by an Assigned Employee operating any motor vehicle in furtherance of Customer's business and while within the scope of employment, and that Customer will accept full responsibility for bodily injury (except for claim(s) for Workers' Compensation benefits as asserted by an Assigned Employee(s)), property damage, fire, theft, loss, collision, or public liability damage claims, which may result from or be caused by an Assigned Employee driving a motor vehicle under such circumstances. It is further understood and agreed that Customer will not permit any Assigned Employees to operate any motor vehicle or machinery of any kind in the performance of their duties hereunder without first obtaining Surge's prior written consent. Customer will obtain Surge's prior written consent in the event that any Assigned Employee is to handle cash, negotiable securities and instruments, or other valuables in the performance of their duties hereunder; however, Surge will not be responsible in any event for such fidelity claims.

(d) Customer and Surge agree to waive any rights of recovery against each other for losses covered by their Workers' Compensation and Property Insurance policies to the extent that they are permitted to do so under the terms of those policies.

(7) Workforce Manager. If Customer requests Surge to provide a Workforce Manager ("WFM") on site at Customer's location, the parties agree that the WFM serves as administrative support to both Customer and Assigned Employees at Customer's location. The WFM's responsibilities include: (a) hire and provide support to new Assigned Employees; (b) provide coaching to Assigned Employees on quality and production; (c) provide and produce reports, as requested; (d) review and reconcile timecards and invoices; and (e) support Customer, as needed. Customer agrees that the WFM in no way relieves Customer of its oversight, supervisory, and safety obligations, as provided herein or required by law.

(8) Indemnity.

(a) To the extent permitted by law, Surge will defend, indemnify, and hold Customer and its parent, subsidiaries, affiliates, directors, members, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Surge's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in Paragraph 2; or the negligence, gross negligence, or willful misconduct of Surge or Surge's officers, employees, Assigned Employees, or authorized agents in the discharge of the duties and responsibilities set forth in Paragraph 2.

(b) To the extent permitted by law, Customer will defend, indemnify, and hold Surge and its parent, subsidiaries, affiliates, directors, members, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Customer's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in Paragraph 3; or the negligence, gross negligence, or willful misconduct of Customer or Customer's officers, employees, or authorized agents in the discharge of the duties and responsibilities set forth in Paragraph 3.

(c) The parties agree that Surge's indemnification obligations set forth in Paragraph 8(a) above do not extend to any liabilities, claims, demands, suits, losses, damages, cost, and expenses of whatever nature, which are based on or arise from the professional act(s) or omission(s) of Assigned Employees while performing such work or services for Customer and Customer agrees to hold Surge, its officers, employees, and agents harmless.

- (d) As a condition precedent to indemnification, the party seeking indemnification will inform the other party within three (3) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
- (e) The parties, and their parent, subsidiaries, directors, officers, agents, representatives, and employees, agree to promptly and fully cooperate in regards to any third-party legal complaint, claim or demand made against a party in any way connected to this Agreement, narrowly excepting instances where the parties may be adverse to one another. Parties will assist in the investigation process, provide witnesses, when applicable, and share information and documentation, pursuant to a Non-Disclosure Agreement, if necessary.
- (f) If Customer changes any job descriptions or job duties to be performed by Assigned Employees, or transfers those Assigned Employees to dissimilar jobs without Surge's written approval and contrary to Customer's obligations in Paragraph 3 above, Customer agrees to assume responsibility for any claims, demands, suits, losses, damages, costs, and expenses which may arise from the performance of different job duties or dissimilar jobs by said employees, the only exception being any direct claims for Workers' Compensation benefits as asserted by said Assigned Employees.
- (g) Customer agrees that Surge shall have no responsibility or liability relating to the sales taxability of the assignment of Assigned Employees or any other transaction contemplated or provided for in this Agreement, or the enforcement by any governmental taxing authority of any taxes (sales or otherwise) due as a result of the Agreement, or breach thereof, excepting for any income taxes assessed against Surge as a result of income earned resulting from the Agreement.
- (h) The provisions of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

(9) Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE). To the maximum extent permitted by applicable law, the cumulative liability of Surge to Customer for any claim whatsoever arising out of this Agreement, shall not exceed the total amount Customer paid to Surge under this Agreement during the twelve (12) months prior to the asserted claim.

(10) Confidentiality and Non-Disclosure. Each party will have access to certain confidential information pertaining to the other party's business and operations. Such confidential information, may include, but is not limited to, operations, financial conditions, marketing strategies, systems, employee information, billing information, prospect and customer information, records, documents, files, and information not generally available to the general public. Both parties agree to keep all information confidential and to only use such confidential information in the ordinary course of business contemplated by this Agreement. Neither party will use the confidential information of the other for its own commercial advantage or in a manner that would be detrimental to the other. Upon termination of this Agreement, or if requested by either party, confidential information will be returned to the owner or destroyed.

(11) Conflicts. In the event of a conflict between this Agreement and applicable law, when such law cannot be modified by contract, the parties agree that the law shall control and supersede any conflicting language contained in the Agreement.

(12) Permits and Licenses. Surge will maintain in effect during the term of this Agreement any and all Federal, State, and/or local licenses and permits as may be required of employers generally. Customer will maintain at its expense such licenses and permits as may be required by applicable authorities in order to engage in Customer's business, and if Surge is requested to obtain these types of permits and/or licenses on behalf of Customer, the cost thereof shall be billed to Customer and listed separately on Surge's invoice.

(13) Force Majeure. Surge shall not be responsible for failure or delay in assigning its employees to Customer hereunder if such failure or delay is due to labor disputes and strikes, fire, riots, war, acts of God, or any other causes beyond the control of Surge.

(14) **Assignment.** Neither Surge nor Customer may assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement shall be binding upon the parties hereto, their successors, heirs, and assigns, as permitted.

(15) **Independent Contractor.** In its performance of this Agreement, Surge shall at all times act in its own capacity and right as an independent contractor, and nothing contained herein shall be construed to make Surge an agent or partner of Customer.

(16) **Term and Termination.**

(a) **Term.** The term of this Agreement shall commence as of the effective date and shall continue in effect for one (1) year or until canceled by either party. Upon the anniversary of the effective date this Agreement shall renew automatically for a year-to-year term unless and until one party delivers a termination notice to the other as described in Termination below.

(b) **Termination.** Either party may terminate at any time given a termination notice is received by the other party not less than 30 days prior to date of desired termination, subject, however, to any minimum length of term provided in any addendum made hereto. Such notice shall be deemed given when mailed by Certified Mail, postage prepaid, per Section (19) below.

(c) **Non-payment or Insolvency Events.** Surge reserves the right, however, to terminate this Agreement upon not less than 10 days' prior notice in the event 1) of non-payment of any Surge Invoice received by Customer under Paragraph 4 above, 2) Customer becomes insolvent, 3) Customer files for protection under bankruptcy laws, or 4) Customer appoints or suffers appointment of a receiver or trustee over its property.

(17) **Entirety.** This document and any exhibits or addendums (collectively the "Agreement") shall be the entire understanding and agreement between the parties with respect to the subject matter set forth herein, and all prior agreements, understandings, covenants, promises, warranties, and representations, oral or written, express or implied, not incorporated herein are superseded hereby. This Agreement may not be amended, modified, altered, supplemented, or changed in any way except in writing, signed by the parties and attached hereto as an amendment.

(18) **Applicable Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Ohio without regard to conflict of laws principles. Customer agrees that any litigation resulting from this Agreement shall be brought forth in the courts of competent jurisdiction located in Franklin County, State of Ohio and hereby consents to personal jurisdiction in such state and county.

(19) **Notice.** Any notice, demand or request required or permitted to be given or made under this Agreement will be made in writing and deemed given or made when sent by Certified Mail, postage pre-paid as follows: To Surge at 4 Easton Oval, Columbus, OH 43219; To Customer at 1911 Martin St South Suite 2 Pell City, AL 35128.

(20) **Counterparts.** This Agreement may be executed in counterparts, copies of which, when taken together, shall be deemed to be an original and shall be binding upon the parties hereto. Copies of signatures shall be deemed as if they were original signatures. The executions to this Agreement may be communicated by each party to the other via a scanned copy, and any signature so transmitted may be deemed an original signature.

(21) **Severability.** If any provision of this Agreement is held to be invalid, the remaining provisions shall remain in full force and effect.

(22) **Waivers.** No waiver by a party hereto of any provision, or the breach of any provision, of this Agreement will be effective unless it is contained in a written instrument duly executed by the authorized officers or representatives of the party hereto, and such written waiver will only affect the matter specifically identified in the instrument granting the waiver and will not extend to any other matter, provision, or breach, unless specifically stated otherwise herein.

(23) **Headings.** The headings used in this Agreement are for the convenience of reference only and shall not affect the construction of or be taken into consideration in interpreting this Agreement.

(24) **Survival.** Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement will remain effective after termination or nonrenewal.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective duly authorized signing officers as of the day and year shown above. By signing this Agreement, Surge and Customer representatives certify that they are authorized to bind their respective companies to the terms of this Agreement.

SURGE:

Surge Staffing, LLC, an Alabama
limited liability company

By: Talia Earl

Name: Talia Earl

Title: Executive Vice President

Date: 09/11/2023

CUSTOMER:

Universal Consulting Network, LLC, an Alabama
limited liability company

By: Paige Caldwell

Name: Paige Caldwell

Title: Staffing Manager

Date: 9/20/2023

EXHIBIT A**I. Detailed Job Descriptions**

Allowed Positions: JM05 Inspectors, Testers, Inventory, Sorters, Samplers, and Weighers

Excluded positions, duties or tasks, if applicable: Assigned Employees are prohibited from being placed in any position or performing tasks outside of the Approved Positions listed. Assigned Employees are prohibited from working at heights or on man lifts (Ladders over 8ft, Scaffolds, Catwalks, Cherry/Order Pickers, Scissor Lifts, Etc.), Performing Machine Maintenance, Locking Out Machines, Assisting in Tooling/Die Changeovers, Driving Company Vehicles/Making Deliveries, Operating Overhead Cranes, Operating Saws, compactors, grinders, or Working in Permit Required Confined Spaces, or Performing Any Job Duties That Require the Use of Respirators. Anything over 50lbs must be team lifted. Anything over 100lbs must be moved with a lifting device. Assigned Employees working with chemicals must wear appropriate chemical resistant PPE. Any machine being cleaned must be locked out by a full time, authorized employee of the customer. Assigned Employees working with ovens or other heat sources are required to wear appropriate heat resistant PPE. Any Assigned Employee operating powered industrial trucks, regardless of previous certification, are to be trained by the Host Employer (customer) on site specific PIT policies via classroom and practical training in accordance with OSHA standards (powered pallet jacks, forklifts, floor scrubbers, etc.) prior to operating the equipment. Verification of training should be provided for each Assigned Employee. Assigned Employees are not servicing equipment where their hands can be caught in the point of operation. Assigned Employees are not operating overhead cranes, balers, shredders, or recycling grinders. Assigned Employees are not exposed to overhead cranes or hoists to change out dies. Assigned Employees are not exposed to unguarded in running nip points or rotating shafts on equipment. Tractor/trailers are chocked or locked into the bay prior to operating the equipment.

II. Compensation

Light Industrial	Markup	35%
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III. Background Checks

Surge will perform a background check according to the following provisions:

All counties and states resided in the last seven years.

Surge will adhere to the following criteria in regards to assignment of Assigned Employees:

No criminal convictions related to drugs, theft, or violence

Surge will follow the EEOC guidelines when determining the acceptability of assignment with Customer, and in the event such background screen yields convictions, perform an individualized assessment regarding same prior to placement.

Customer may not require background checks to be performed on Assigned Employees through Surge. In the event Surge does perform a background check on an Assigned Employee, Surge will follow the EEOC guidelines when determining the acceptability of assignment with Customer, and in the event such background screen yields convictions, perform an individualized assessment regarding same prior to placement.

IV. Drug Screens

As part of Surge's commitment to a drug-free workplace, all associates will be given a pre-employment drug screen using a ten-panel urinalysis.

Assigned Employees may not undergo drug screening during the pre-employment process at Customer's request. However, Surge reserves the right to conduct drug screening thereafter for purposes including but not limited to testing for impairment, reasonable suspicion, and in any situations involving workplace injuries or incidents.

V. Compensation Guarantee

Surge guarantees its Assigned Employees fair compensation for their time. If an Assigned Employee is requested by Customer and works any amount of time for the day reported, the Assigned Employee will be paid a minimum of four (4) hours for that day. Such time paid to the Assigned Employee is billable to Customer.

Any Assigned Employee requested by Customer and reporting to work that is not needed for the day will be compensated with a two-hour show-up fee to reimburse for time and travel. Such time paid to the Assigned Employee is billable to Customer.

VI. Employee Conversion

- (1) An Assigned Employee is eligible for conversion to Customer's permanent payroll after working 520 hours ~~prior to conversion for a one-time conversion fee of \$100.00.~~
- (2) **Buyout Fee.** If an Assigned Employee is requested for conversion, or converted, to Customer's permanent payroll or converted to the payroll of a third party that provides similar services to Customer, prior to working 520 hours, a one-time fee of ~~20%~~ ^{10%} of the Assigned Employee's first-year annual salary will be applied to Customer.
- (3) Surge's right to payment pursuant to this section shall survive termination or expiration of the Agreement.

VII. Direct Hire

The fee payable to Surge for recruitment of a direct hire candidate is calculated based on the compensation to be paid to the candidate during the first 12 months of hire plus all applicable taxes. Pricing for direct hire positions will be provided upon request and priced per position as an addendum to this Agreement. The addendum will not alter or modify any other information change in the entirety of this Agreement.

*The rates outlined above will remain in effect for a minimum of one year from the date signed. Pricing can be reviewed at the request of either party. Nominal increases in the pay rate(s) requested in writing by Customer will result in a proportional change in Customer's bill rate(s). Any other type of change in pricing will be treated as a supplement to this Agreement and will require signatures from both parties in order to take full effect.

Exhibit B
SAFETY PARTNERSHIP

Surge is strongly committed to providing a safe work environment for all employees. Surge is obligated to assure its Assigned Employees that they are working in an environment free from known or probable hazards per Section 5(a), the General Duty Clause, of the OSHA Act of 1970. In accordance with the Temporary Worker Initiative, Surge is required to provide general safety training prior to an Assigned Employee's placement pursuant to applicable standards in 29CFR1910. Customer must provide all site-specific training, as the Customer directly supervises the work, worksite, Assigned Employees and other employees.

Pursuant to the OSHA Temporary Worker Initiative, our objective is to have a mutual understanding of safety practices and specific procedures for an accident, injury, or near miss on the job, and therefore:

- Assigned Employees will only perform jobs for which they have been assigned and trained. A request must be presented to and approved in writing by Surge before an Assigned Employee can be transferred to another position that is not included in Exhibit A of this Agreement. Customer will provide the additional operational and safety training required for the changed position prior to the Assigned Employee's start of this position.
- Customer is responsible for safety program implementation, management, and training in accordance with the OSHA standards. Assigned Employees will be trained and oriented in all site-specific safety practices and procedures in the same manner as Customer's full-time employees, including safety meetings. Customer will document Assigned Employees' completion of such training. Customer will provide Surge copies of the Assigned Employees' training verification and safety records once training has been completed.
- Customer consents to Surge conducting regular worksite evaluations in areas where Assigned Employees are working or exposed to. Surge will provide reasonable advance notice of the visit during normal business hours and comply with visitor requirements. As part of the worksite evaluation, Customer will provide a copy of their OSHA 300 log with the understanding that identifying information should be redacted.
- If Assigned Employees are required to wear Personal Protective Equipment ("PPE"), Customer will train and enforce the following: (i) when PPE is needed; (ii) limitations of PPE; (iii) cleaning of PPE; (iv) how to use PPE; and (v) disposal of PPE. Surge will be notified if any of its Assigned Employees will be required to wear respirators or any other such PPE which requires a medical evaluation, written program, or fitness testing and will be provided with all necessary documentation.
- Customer will notify Surge immediately in the event of an accident, near miss, or injury involving an Assigned Employee by contacting their servicing office or the 24-hour injury reporting line at (888) 248-5575.
- In accordance with the Temporary Worker Initiative, Surge will be allowed access to the worksite to partner with Customer in the investigation after any accident, injury, or near miss involving one of its Assigned Employees, or at any other reasonable time. During the investigation, photographs of the machinery, equipment, or area of the accident may be taken or obtained by Surge. Any photographic evidence taken will be kept confidential, and may be reviewed by Customer before Surge leaves Customer's property. Customer consents to providing Surge with maintenance logs, surveillance video, training records, supervisor's reports, and access to witnesses for interviews and statements. All findings by Surge will be accessible to Customer upon request, where HIPAA laws allow.

- First Aid should be administered whenever possible at Customer's facility.
- Customer will notify Surge immediately if Customer receives a safety complaint from an Assigned Employee.
- Customer will notify Surge immediately after an Injury occurs. Surge will coordinate any medical treatment with the Injured Assigned Employee and an appropriate medical provider, unless there is a life- or limb-threatening Injury, at which time emergency services are to be immediately contacted.
- Customer will notify Surge if any Assigned Employees behave in an intoxicated or suspicious manner. Surge will work with Customer to coordinate appropriate testing in accordance with the established reasonable suspicion criteria.
- As affiliated staffing agencies automatically become part of any OSHA investigation at worksites where their employees are placed, and to ensure that Surge can provide accurate information to OSHA about its Assigned Employees, Customer will notify Surge in writing immediately regarding any OSHA audit or investigation, but not later than two (2) business days after Customer becomes aware of such an audit or investigation.
- Customer will notify Surge, and Surge will partner with Customer in all safety complaints, injuries, incidents, and near miss investigations involving Assigned Employees.

Since Surge does not provide direct supervision to Assigned Employees, Customer assumes responsibility for the following:

- (1) Adhering to all laws included in the OSHA, EPA, DOT, EEOC, and ADA standards set forth by Federal, State, and local agencies, including recordkeeping requirements.
- (2) Training Assigned Employees in the same manner as Customer's full-time employees.
- (3) Providing the same level of direct supervision to Assigned Employees as Customer's full-time employees.

These areas of agreement are intended to foster a productive partnership and a culture of safety that will prevent or eliminate injuries, incidents, and near misses. Customer agrees that if Customer's failure to adhere to these provisions results in any OSHA citations or penalties against Surge, it will indemnify, defend, and hold harmless Surge in the defense and payment of any costs associated with such findings.

Customer Name	Invoice Date	Due Date	Invoice #	Amount	Paid	Date Last Paid	0-30	31-60	61-90	90+	Balance	Credit Limit	DSO
Surge Staffing													
Universal Consulting Network - UCN Bruss North America ID:260123													
Last Payment: 300536683				Amount: \$0.00									
Universal Consulting Network - UCN	10/9/2024	12/8/2024	300536683	\$172.80	\$0.00		\$0.00	\$0.00	\$0.00	\$172.80	\$172.80		188
Universal Consulting Network - UCN	10/15/2024	12/14/2024	300537570	\$345.60	\$0.00		\$0.00	\$0.00	\$0.00	\$345.60	\$345.60		182
Universal Consulting Network - UCN	10/23/2024	12/22/2024	300538436	\$1,395.36	\$0.00		\$0.00	\$0.00	\$0.00	\$1,395.36	\$1,395.36		174
Universal Consulting Network - UCN	10/30/2024	12/29/2024	300540893	\$1,570.72	\$0.00		\$0.00	\$0.00	\$0.00	\$1,570.72	\$1,570.72		167
Group Totals:				\$3,484.48	\$0.00		\$0.00	\$0.00	\$0.00	\$3,484.48	\$3,484.48		177.75
Universal Consulting Network Hyundal Transys ID:228856													
Last Payment: 01/24/25													
Universal Consulting Network	10/3/2024	12/6/2024	300536682	\$2,478.80	\$0.00		\$0.00	\$0.00	\$0.00	\$2,478.80	\$2,478.80		183
Universal Consulting Network	10/16/2024	12/15/2024	300537964	\$3,969.17	\$0.00		\$0.00	\$0.00	\$0.00	\$3,969.17	\$3,969.17		183
Universal Consulting Network	10/22/2024	12/21/2024	300538903	\$6,714.74	\$0.00		\$0.00	\$0.00	\$0.00	\$6,714.74	\$6,714.74		172
Universal Consulting Network	10/29/2024	12/28/2024	300540241	\$4,460.64	\$0.00		\$0.00	\$0.00	\$0.00	\$4,460.64	\$4,460.64		169
Universal Consulting Network	11/6/2024	1/9/2025	300541642	\$3,473.20	\$0.00		\$0.00	\$0.00	\$0.00	\$3,473.20	\$3,473.20		160
Universal Consulting Network	11/12/2024	1/11/2025	300542564	\$2,740.00	\$0.00		\$0.00	\$0.00	\$0.00	\$2,740.00	\$2,740.00		150
Universal Consulting Network	11/19/2024	1/17/2025	300543565	\$2,740.00	\$0.00		\$0.00	\$0.00	\$0.00	\$2,740.00	\$2,740.00		145
Group Totals:				\$26,576.55	\$0.00		\$0.00	\$0.00	\$0.00	\$26,576.55	\$26,576.55		167.75

EXHIBIT 2